

## EXHIBIT D

### GROUP HOME SERVICES (NON-MEDICAID)/ COMMUNITY-BASED RESIDENTIAL (MEDICAID)

This Exhibit has been incorporated into and made part of an Agreement for Purchase of Services ("Agreement") between the Norfolk Interagency Consortium (NIC) or the City of Norfolk Department of Human Services (NDHS), as the case may be (hereafter referred to as the "City") and a "Offeror" who has been specifically identified in the Agreement. This Exhibit addresses group home services to be provided by the Offeror to specific children identified in the Purchase Order. Where there is any inconsistency between the Agreement and Exhibit E the provisions of Exhibit E will control, except where Exhibit E has been specifically modified in the Agreement. This Exhibit E reflects those services which the Offeror agrees to make available to the City. The services which will actually be provided to the child will be in accordance with the child's Individualized Family Service Plan ("IFSP") and the Offeror's treatment plan, or, as the case may be, the Individual Education Plan ("IEP"). Any related services provided as part of the child's IEP shall be for the purpose of providing benefit from the educational program. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

### SPECIFIC TERMS AND CONDITIONS

The services described below set out the broad range of services normally expected of a Offeror of residential services. Child specific services will be identified in the IFSP and the Purchase Order.

1. **ROOM & BOARD:** The Offeror shall provide the child with sufficient space, safe board, sanitary conditions and the level of supervision necessary to comply with the residential service description in the State Service Fee Directory. Special dietary needs shall be assessed and provided on an individual basis.

In the event the child leaves the facility without authorization, for more than one day, the City will discontinue payment for room and board and other services (at the City's discretion) after the first day of the unauthorized absence; provided, however, that the City shall have the option to continue such payment beyond one day in order to ensure that continuing residential services are available to the child. The Offeror must secure written authorization from the NIC Coordinator to continue to bill for room and board beyond the first day of absence. It is the responsibility of the Offeror to inform the City and Case Manager of any unauthorized absences. It is also the responsibility of the Offeror to inform the City and Case Manager of authorized leave of absences over three days.

The rates for services will be paid from the first day services are provided to the placed child. The rates for services will not include the date of discharge from the services of the Offeror.

2. **STAFFING:** The Offeror shall invite the City's case manager of the child, to, at least, each quarterly staffing. The child's family, when deemed appropriate by the case

manager of the City and the case manager of the Offeror, will also be notified in advance and invited, to the child's quarterly staffing.

3. **INDIVIDUAL COUNSELING/THERAPY (If Applicable):** Individual counseling/therapy shall be provided in accordance with the child's IFSP by a psychologist, social worker or an individual trained in individual counseling. The frequency of such counseling/therapy shall be determined on a child specific basis and shall be approved by the case manager of the placing agency prior to its initiation.
4. **GROUP COUNSELING/THERAPY (If Applicable):** Group counseling/therapy shall be provided by a psychologist, social worker, or an individual trained in group counseling/therapy. The frequency of such counseling/therapy shall be determined on an individual basis and shall be approved by the case manager of the placing agency prior to its initiation.
5. **FAMILY COUNSELING/THERAPY: (If Applicable)** Family counseling/therapy shall be provided in accordance with the child's service plan by a psychologist, social worker, or an individual trained in family counseling/therapy. The family counseling/therapy shall incorporate family members as appropriate. Counseling with family is to include behavior management techniques that will assist the family in the return of the child to the family, when appropriate. The frequency of such counseling/therapy shall be determined on a child specific basis and shall be approved by the case manager of the placing agency prior to its initiation.
6. **FAMILY VISITATION:** The Offeror shall plan and schedule visits of the child with the family or relatives and others according to the Offeror's treatment plan and with the knowledge and concurrence of the case manager of the placing agency. In no case shall these visits go beyond **ten (10)** days. The Offeror shall educate the family about facility rules, regulations and specific treatment modalities.
7. **SOCIALIZATION/RECREATION:** Socialization and recreation shall provide individual and group activities designed to enhance learning, provide cultural enrichment, foster reintegration into the community, enhance leadership skills and improve self esteem. Goals to accomplish these specific outcomes will be identified in Individual Recreation Report developed and documented by the Offeror for the child. Activities shall be designed to provide fun and normal social interaction, and may include, but are not limited to, outdoor athletics, field trips, games, camping and crafts.
8. **MEDICAL/NURSING SERVICES (If Applicable):** Overall medical treatment of the youth is coordinated by the nursing staff or other medically trained staff person. Such staff shall provide the scheduling, coordinating, and monitoring of medical treatments, physical examinations, and dental checks. In addition, trained staff shall coordinate and monitor the administration of medications and provide first aid to injured youth. Nursing staff or trained staff person shall conduct regularly scheduled meetings with the child for the purpose of monitoring the onset of symptoms and reviewing nutritional, hygienic and other regimens which may affect physical health.
9. **TRICARE/INSURANCE:** Offeror agrees that if TRICARE or medical insurance of the

parent or legal guardian is available those forms of payment will be pursued, provided that the City obtains the permission and signature of the parent or legal guardian of the child.

When all or any portion of the services rendered by the Offeror hereunder is covered by a policy of insurance or by TRICARE, the Offeror shall submit claims for such service to the insurance company holding such policies or TRICARE, as the case may be. City shall pay the balance remaining due, if any, within forty-five (45) days after the Offeror furnishes satisfactory evidence to the City that the payment by the insurance company or TRICARE is the full amount. Any retroactive payments made by TRICARE, medical insurance or Title IV-E funds will be considered payment for services and all previously paid by the NIC for the same services shall be reimbursed to the City.

10. **TRANSPORTATION:** All transportation to activities within the scope of the service plan is provided as well as transportation to CPMT and CAT meetings as deemed appropriate. Transportation includes to and from community activities, school trips, recreation/leisure time activities, and other activities necessary in providing for the child's health, emotional and recreational needs. The Offeror agrees to provide insurance in compliance with Item RFP. Vehicles will be equipped with a first aid kit, a road safety kit, and seat belts at all times while children are being transported. Maintenance checks will be performed on vehicles at regular intervals to ensure the safety of children while being transported. The Offeror will ensure that all drivers will possess a current appropriate driver's license; have no convictions of drunk driving, improper driving, reckless driving, or speeding 20 mph above the speed limit within the past three years; no more than two other moving violations over the past three years; and no more than three non-moving violations, (seatbelt infractions, inspection infractions, or failure to pay fines) in any twelve month period over the past three years. Drivers shall be subject to a Department of Motor Vehicles check and all driving licensure requirements.

11. **EMERGENCY SERVICES:** The Offeror directly provides or can contact emergency services that are available 24 hours/day, 365 days/year and that are able to respond immediately. Such services must include emergency medical services, crisis stabilization, prescreening for mental health commitments and emergency mental health assessments. Such services provided shall be time-limited, supportive, and clear as to purpose and goals.

For certain Offerors emergency shelter may be purchased during the 72 hour emergency custody provision of the law as outlined in the Virginia State Social Services Manual. Provision of such service shall be provided on a temporary/emergency basis, up to thirty (30) days and shall include but is not limited to, room and board and must be preauthorized by the NIC Coordinator prior to placement.

12. **ONE-ON-ONE CARE (If Applicable):** One-on-one care is provided to children whose medical, behavioral or emotional condition necessitates close supervision and monitoring which cannot be provided through the regular staff to youth ratios. This supervision shall be designed to provide safety and support through acute periods. Except in emergencies, one-on-one care shall be provided only after discussion with the case manager of the referring agency and approval by the CAT, NIC Coordinator or the NIC Board. It shall be

limited to the number of hours approved by the CPMT. One-on-one care is not to be charged to the City during the sleeping hours of the child, unless otherwise authorized by the City.

13. **SUBSTANCE ABUSE/ADDICTION (If Applicable):** The Offeror either directly provides or coordinates the provision of services to assist the child and family with recovery from substance abuse/addiction. Treatment of the actively substance addicted population shall incorporate a structured program that addresses the addiction and the associated developmental, family, peer and relationship issues. Treatment shall incorporate education, individual and group therapy dealing with abuse/addiction and concomitant problem areas with a strong emphasis on family therapy and the twelve step programs for the development of coping and living skills to prevent relapse. Treatment shall also incorporate the provision of continuing care or referral to appropriate facilities for continuing care services.
14. **SEX OFFENSE/VICTIMIZATION (If Applicable):** The Offeror either directly provides or coordinates the provision of services to assist a child who has committed sex offenses or who has been victimized sexually. The program shall be designed to provide a professional evaluation by a person or facility qualified to evaluate and assess the sex offender and/or the sexually abused child.
15. **EDUCATIONAL SERVICES:** The Offeror shall meet the educational needs of the child as required by the educational requirements of the Virginia Code. Such services may include public school registration, on-site residential schooling, community-based vocational training, vocational training, alternative education, or special education.
16. **TRANSITIONAL SERVICES:** The Offeror shall work closely with the child, parents or future custodians of the child, and with the case manager of the placing agency for purposes of planning, counseling/therapy, visits, training, transportation or discharge planning.
17. **INDEPENDENT LIVING (If Applicable):** Where “independent living” is the goal for a child in the care of the Offeror, the Offeror shall directly provide or help to coordinate the provision of training and activities for the child’s transition to independent living. This may include life skills, training/counseling; supervised living; career/vocational counseling; mentor programs; and/or employment related services.
18. **DIAGNOSTIC SERVICES (If Applicable):** If such services are part of the Offeror’s normal array of services, the Offeror shall provide or obtain services requested by the City in addition to those psychological, educational, medical and other diagnostic evaluations provided by the City at the time of admission of the child. The Offeror, with the prior approval of the City, shall utilize the data already developed.
19. **OTHER SERVICES:** Services not otherwise provided for herein, but necessary for the care/treatment of the child shall be provided upon the approval of the City and in accord with the child's IFSP, IEP, or other treatment plan.
20. **REPORTING REQUIREMENTS:**

Monthly reports must be submitted directly to the NIC office and the Service Coordinator.

The **Offeror** shall submit to the NIC office a written treatment plan regarding the client within 30 calendar days of the commencement of services. Monthly progress reports are also required to be submitted with invoices for payment to Norfolk Department of Human Services Finance Department at 741 Monticello Ave, Norfolk, VA 23510. The **Offeror** shall submit to the NIC office and Service Coordinator written quarterly progress reports within fourteen (14) working days after each quarter and upon termination of services to the client. In the event that the Offeror fails to submit monthly progress report documentation within the stipulated time, the City may withhold payment of the Offeror invoices until said reports are received. If the Norfolk Interagency Consortium determines the written report inadequate, payment may be withheld until the report is satisfactory. Any costs associated with the preparation of the reports are included in the relevant rate and therefore cannot be billed as separate itemized cost. Reports should be reviewed with the family by the Offeror prior to the scheduled CAT review.

The **Offeror** shall provide the **City** with a copy of the required reports of annual physical examinations and psychological or psychiatric examinations of the client while under the care of the **Offeror**.

The **Offeror** is responsible for participation in the child/youths CAT meetings and shall provide a designee to attend a meeting if the client's assigned worker is not available. The **Offeror** shall submit to the NIC office, five (5) business days prior to the child's scheduled Community Assessment Team (CAT)/Review and Recommendation Board (RRB) review date, eight (8) copies of the child's latest monthly or quarterly report, whichever is applicable for distribution to the members of the CAT/ RRB team.

A. Monthly reports shall include:

- 1) Statement of CAT goals and objectives and progress made toward goals during the report period.
- 2) Summary of the child's social, emotional, and physical development; school progress reports/grades, court involvement and any changes that might reflect outcomes of the treatment intervention.
- 3) Review of the treatment goals and objectives, with revision of goals as needed.
- 4) Reports of significant incidents, both positive and negative
- 5) Estimate of length of service and preliminary discharge plans, with clear indication of follow-up and continuing care needs.
- 6) Medications administered
- 7) Pertinent family information (e.g., nuclear and extended family structure; social and mental health history; significant family issues)
- 8) Diagnosis
- 9) Progress with treatment Offerors (e.g., medication compliance, cooperation in treatment, improvements in functioning, insight, etc.)

B. Discharge Summary Reports shall be submitted thirty (30) calendar days after termination of services to the child/youth.

21. **APPEARANCES:** It is understood that in the course of the provision of services the Offeror may be called upon by the case manager to appear for court hearings, meetings, staffing or case reviews. Information to be provided at such appearances may include, but is not limited to, recommended services, the services provided, and the progress resulting from the service interventions.

The hours will include actual testimony, meeting or review participation and waiting time, but do not include mileage or other traveling costs. Payment will be made in accordance with the established hourly rate. The City will make every attempt to notify the Offeror well in advance of the Offeror's requirement to appear at the hearings, meetings or reviews. When possible, subpoenas will be provided.

The Offeror is responsible for participation at all CAT case reviews, and providing all documentation at such reviews 7 days prior to the CAT meeting.

22. **TITLE IV-E ELIGIBILITY:** Offeror will bill all applicable services to Title IV-E funds for eligible youth. Since Title IV-E funds are retroactive for up to two years, any youth who becomes eligible while residing in an IV-E Offeror facility, the Offeror will bill all applicable services to Title IV-E. Any previously paid CSA funds will be reimbursed to NIC.

23. **DISCHARGE PLANNING:** The Offeror will develop a discharge plan upon the initial development of a treatment plan and address steps toward such on monthly documentation reports. Upon termination of services, the Offeror will provide the City with a Discharge Summary report detailing a summary of services provided, client goals and outcomes, and plan after discharge.

24. **PLACEMENTS:** Placement in a group home must be approved by CAT or the NIC Program Manager in emergency situations prior to the placement date. Before proceeding to place a child, the Offeror should obtain a copy of either a purchase order or the CAT Plan for verification. Offerors that require a Placement Agreement must have the NIC co-sign, along with the referring agency.  
Placement agreements not signed by the NIC are not legally binding to the NIC.

25. **MEDICAID PAYMENTS:** For Community Based Residential Offerors qualified to accept Medicaid payments, the Offeror will follow the guidelines regarding Medicaid payments as outlined in Item 24 of the "General Terms and Conditions".

26. **NOTICE:** Notices required of the Offeror to be sent pursuant to this Addendum E shall be sent to:

Norfolk Interagency Consortium  
741 Monticello Ave  
Norfolk, VA 23510

City

27. **RATE NEGOTIATION:** The rate negotiated between the City and the Offeror for services to a particular child cannot be raised.
- A. To the extent that any charges are billed to the City on a per session or per treatment basis, the City shall have no obligation to pay amounts charged for sessions or treatments that a child does not actually receive for any reason, including, without limitation, absence or illness, including educational services. The Offeror agrees that its submission to the City of any invoice on which charges are billed on a per session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the child identified therein.
  - B. Any amounts paid by the City pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, a determination that the services purchased were not actually provided, may be offset against any other amounts to be paid to the Offeror by the City.